

RECORDATION NO. 21124 FILED

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DEC 31 '97 10-20AM

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RECORDATION NO. 21124-A, B FILED

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RECEIVED  
SURFACE TRANSPORTATION  
BOARD

December 30, 1997

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Re: Amtrak Trust 97-D

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Lease of Railroad Equipment (Amtrak Trust 97-D), dated as of December 30, 1997, a primary document as defined in the Board's Rules for the Recordation of Documents, and the following secondary documents related thereto: a Trust Indenture and Security Agreement (Amtrak Trust 97-D), dated as of December 1, 1997, and Trust Agreement and Indenture Supplement No. 1 (Amtrak Trust 97-D), dated December 30, 1997.

The names and addresses of the parties of the enclosed documents are:

Memorandum of Lease of Railroad Equipment

Lessor: State Street Bank and Trust Company  
of Connecticut, National Association  
225 Asylum Street

Lessee: National Railroad Passenger Corporation  
400 North Capitol Street, N.W.  
Washington, D.C. 20001

Mr. Vernon A. Williams  
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Trust Indenture and Security Agreement  
Trust Agreement and Indenture Supplement No. 1

Owner Trustee: State Street Bank and Trust Company  
of Connecticut, National Association  
225 Asylum Street  
Hartford, Connecticut 06103  
Hartford, Connecticut 06103

Indenture Trustee: The First National Bank of Maryland  
25 South Charles Street  
Baltimore, Maryland 21202

A description of the railroad equipment covered by the enclosed documents is:

Fifty (50) railcars bearing AMTK reporting marks and road numbers  
~~23001~~ through ~~23050~~, inclusive  
62000 62049

Also enclosed is a check in the amount of \$72.00 payable to the order of the  
Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg  
Enclosures

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**TRUST AGREEMENT AND INDENTURE SUPPLEMENT NO. 1**  
**(Amtrak Trust 97-D)**

TRUST AGREEMENT AND INDENTURE SUPPLEMENT No. 1 (Amtrak Trust 97-D) dated December 31, 1997 of STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity but solely as owner trustee (herein called the "Owner Trustee") under the Trust Agreement (Amtrak Trust 97-D) dated as of December 1, 1997 (herein called the "Trust Agreement"), between the Owner Trustee and the Owner Participant named therein.

**WITNESSETH:**

WHEREAS, the Trust Agreement provides for the execution and delivery of one or more Supplements thereto, which shall particularly describe the Equipment and any Replacement Unit(s) included in the property covered by the Trust Agreement.

WHEREAS, the Trust Indenture and Security Agreement (Amtrak Trust 97-D) dated as of December 1, 1997 (herein called the "Indenture") between the Owner Trustee and The First National Bank of Maryland, as Indenture Trustee (herein called the "Indenture Trustee"), provides for the execution and delivery of a supplement thereto substantially in the form hereof which shall particularly describe the Equipment (such term and other defined terms in the Indenture being herein used with the same meanings) and any Replacement Unit(s) included in the Trust Indenture Estate, and shall specifically mortgage such Equipment or Replacement Unit(s) to the Indenture Trustee.

WHEREAS, the Indenture relates to the Unit(s) described below and a counterpart of the Indenture is attached hereto and made a part hereof.

NOW, THEREFORE, This Supplement Witnesseth that, to secure the prompt payment of the principal of and Breakage Amount, if any, and interest on, and all other amounts due with respect to, all Secured Notes from time to time outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture and in the Participation Agreement and the other Operative Documents for the benefit of the Note Holders and the Loan Participants and in the Secured Notes contained, and the prompt payment of all amounts from time to time owing under the Participation Agreement and the other Operative Documents by the Owner Trustee and the Lessee or the Owner Participant for the benefit of the holders of the Secured Notes, in each case to the Loan Participants and/or the Note Holders, and for the uses and purposes and subject to the terms and provisions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture, and of the acceptance of the Secured Notes by the holders thereof, and of the sum of \$1 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Loan Participants and the Note

Holders from time to time, in the trust created by the Indenture, a security interest in and mortgage Lien on all estate, right, title and interest of the Owner Trustee in, to and under the following described property:

### EQUIPMENT

identified as follows:

<u>Description</u>	<u>Amtrak Equipment Numbers</u>	<u>Amerail Equipment Numbers</u>
FIFTY (50) AMERAIL VIEWLINER PASSENGER CARS	AMTK 62000 through AMTK 62049, inclusive	23001 through 23050, inclusive

Together with all substitutions, replacements and renewals of the property above described, and all property which shall hereafter become physically attached to or incorporated in the property above described, whether the same are now owned by the Owner Trustee or shall hereafter be acquired by it.

As further security for the obligations referred to above and secured by the Indenture and hereby, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Loan Participants and the Note Holders from time to time, in the trust created by the Indenture, all of the estate, right, title and interest of the Owner Trustee in to and under the Lease Supplement No. 1 of even date herewith (other than Excluded Payments, if any) covering the property described above.

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, for the benefit and security of the Loan Participants and the Note Holders from time to time for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and to the Trust Agreement and shall form a part of each, and the Trust Agreement and the Indenture are each hereby incorporated by reference herein and each is hereby ratified, approved and confirmed.

This Supplement is being delivered in the State of New York.

AND, FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in this Supplement and the aforesaid Lease Supplement have been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, Subject to the pledge and mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee has caused this Supplement to be duly executed by one of its officers thereunto duly authorized on the day and year first above written.

STATE STREET BANK AND TRUST  
COMPANY OF CONNECTICUT, NATIONAL  
ASSOCIATION,

not in its individual capacity, except as expressly  
provided herein, but solely as Owner Trustee

By Susan T. Keller  
Name: **SUSAN T. KELLER**  
Title: **Vice President**

STATE OF CONNECTICUT     )  
COUNTY OF HARTFORD     ) ss.:

On this 22<sup>nd</sup> day of December, 1997 before me personally appeared Susan T. Keller, to me personally known, who, being by me duly sworn, says that he/she is the Vice President of STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, that said instrument was signed on behalf of said Delaware banking corporation by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said banking corporation.

Notary Public



My Commission Expires:

KAREN R. FELT  
NOTARY PUBLIC  
My Commission Expires 02/28/99